

**Fax Transmittal**

P.O. Box 2469
Houston, Texas 77252-2469
Tel: 713-789-9600
Fax: 713-689-2318

Date:	April 23, 2007	# of pages including this page:	56
To:	Shelby J. Vigil	From:	Liangang (Mark) Ye
Company:	USPTO – Alexandria, VA	Company:	WesternGeco, Houston
Phone:	703-308-9140, ext. 224	Phone:	713-689-5799
Fax #:	571-270-9987	Fax #:	713-689-1977

Comments:

RE: Renewed Petition under 37 CFR 1.147(a)
U.S. Patent Application No. 10/550,703 of Rune Toennessen
Assignee: WesternGeco L.L.C.
Attorney Docket No. 14.0234-PCT-US

Dear Sir/Madam:

In response to our telephone conversation of today's date regarding the subject application, attached are copies of (1) the return postcard date-stamped by PCT/PTO as received on 16 APR 2007 and just received in our office today, and (2) copy of the Renewed Petition under 37 CFR 1.147(a) with supporting documents as sent to the U.S. Patent and Trademark Office on April 11, 2007 by first class mail.

Please call me at 713-689-5799 if you wish to discuss this matter.

Regards,

Mark Ye

Please send correspondence to:

Liangang (Mark) Ye
WesternGeco L.L.C.
10001 Richmond Avenue
Houston, TX 77042-4299
Phone: 713-689-5799; Fax 713-689-1977
E-mail: lye2@houston.westerngeco.slb.com

THE PATENT AND TRADEMARK OFFICE MAILROOM
STAMP HEREON WILL ACKNOWLEDGE RECEIPT OF THE
FOLLOWING:

Docket No.: 14,0234-PCT-US

S/N: 10/550,703; Filing Date: September 27, 2005

Entitled: SYSTEM FOR DEPTH CONTROL OF A MARINE DEFLECTOR; First

Named Inventor: Rune Ippennessen

Enclosed:

- Renewed Petition under 37 CFR 1.47(a)
- Attachment to Renewed Petition: Supporting Declaration of C. King;
- Exhibits A through F;
- New Declaration executed by inventor Eskild Storteig;
- Copy of Decision on Petition under 37 CFR 1.47(a) dated 01/11/2007;
- Patent and Confidential Information Agreement executed by E. Keskes dated 04/18/1997;
- Copy of Assignment executed by Vahid Moosavi on 09/06/2005; and
- Patent and Confidential Information Agreement executed by P. Saint-Pere dated 04/18/1997

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Mailed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450
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LAP6 Rec'd PCT/PTO 16 APR 2007

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I.P. DEPT.



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WesternGeco, L.L.C.
Intellectual Property Department
P.O. Box 2469
Houston, Texas 77252-2469
Attention: Rhonda Smith

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THE PATENT AND TRADEMARK OFFICE MAILROOM
STAMP HEREON WILL ACKNOWLEDGE RECEIPT OF THE
FOLLOWING:

Docket No.: 14.0234-PCT-US

S/N: 10/550,703; Filing Date: September 27, 2005

Entitled: SYSTEM FOR DEPTH CONTROL OF A MARINE DEFLECTOR; First

Named Inventor: Rune toennessen

Enclosed:

- Renewed Petition under 37 CFR 1.47(a)
- Attachment to Renewed Petition (Supporting Declaration of C. King;
- Exhibits A through F;
- New Declaration executed by inventor Eskild Stortelg;
- Copy of Decision on Petition under 37 CFR 1.47(a) dated 01/11/2007;
- Patent and Confidential Information Agreement executed by E. Keskes dated 04/18/1997;
- Copy of Assignment executed by Vahid Moosavi on 09/06/2005; and
- Patent and Confidential Information Agreement executed by P. Saint-Pere dated 04/18/1997

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Mailed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450
via FIRST CLASS MAIL with sufficient postage on April 11, 2007.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Rune Toennessen <i>et al.</i>	§	Group Art Unit: Unknown
Serial Number: 10/550,703	§	Examiner: Unknown
Confirmation Number: Unknown	§	Atty Dkt No.: 14.0234-PCT-US
Filing Date: September 27, 2005	§	
Entitled: SYSTEM FOR DEPTH CONTROL OF A MARINE DEFLECTOR	§	

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Commissioner for Patents
Office of PCT Legal Administration
P.O. Box 1450
Alexandria, Virginia 22313-1450

RENEWED PETITION UNDER 37 C.F.R. § 1.47(a)

Dear Sir:

This paper is respectfully submitted in response to the Decision on Petition under 37 C.F.R. § 1.47(a) dated January 11, 2007. No petition fee is believed to be due in connection with the filing of this Renewed Petition. However, a one-month extension of time fee in the amount of \$120.00 is due bringing the deadline for timely filing this Petition to and including April 11, 2007. Therefore, the Commissioner is hereby authorized to charge this \$120.00 one-month extension of time fee, as well as any other fee necessary to make this submission timely, to the Deposit Account 50-1720/14.0234-PCT-US.

Remarks and petition start on page 2.

A supporting Declaration from Carolanne King starts on page 5.

Other attachments include: a new declaration executed by Eskild Storteig, delivery records for document delivery to the unsigned inventors and a copy of the Decision on Petition under 37 C.F.R. § 1.47(a) dated January 11, 2007.

REMARKS**Decision on Petition**

The Assignee of the whole interest of the present invention received the Decision on Petition under 37 C.F.R. § 1.47(a) dated January 11, 2007, where the Examiner dismissed the petition without prejudice. The reasons for the dismissal were: item (4) was not satisfied and a new declaration by Eskild Storteig is needed; item (2) was not satisfied.

Renewed Petition

After receiving the Decision on Petition, the Assignee of the whole interest of the present invention, WesternGeco LLC, made another attempt to satisfy the requirement under 37 C.F.R. § 1.47(a) as indicated in the Decision on Petition.

As to item (4), a new declaration from Eskild Storteig is attached to this renewed petition. This item should now be satisfied.

As to item (2), as indicated by the declaration of Ms. Carolanne King ("King's"), a contract employee of the Assignee, application packages including the specification, claims, drawings, and inventors' declaration and prepaid return envelopes were delivered to the three missing inventors. None of the three missing inventors returned the pre-paid envelopes with the signed declarations as requested. The inventors refused to execute the application papers. (It is noted that Ms. Rebecca Tanis does not work for WesternGeco LLC any more.)

More specifically, Mr. Emmanuel Keskes' last known address is at 38 Rue Marcel Dassault, Boulogne, FR 92100. The application papers, including the specification, claims, drawings, and inventors' declaration sent to this address were returned. A prepaid return envelope was also sent with the application papers. (See King's paragraph 3.)

Another address of Emmanuel Keskes was found through co-inventor Rune Toennessen.. The application papers and a prepaid envelope were delivered. (See King's paragraph 4) Had Mr. Keskes agreed to sign the declaration, the prepaid envelope and the signed declaration would have been received. So far, nothing was received back from Mr. Keskes. It is respectfully submitted that Mr. Keskes refused to sign.

Mr. Valid Moosavi's last known address is at Ringsveien 13 B, 1368 Stabekk, Norway. The application papers sent to this address were returned. (See King's paragraph 5) Another address of Mr. Moosavi was located in Assignee's records. The application papers and a prepaid envelope were delivered. (See King's paragraph 6) Had Mr. Moosavi agreed to sign the declaration, the prepaid envelope and the signed declaration would have been received. So far, nothing was received back from Mr. Moosavi. It is respectfully submitted that Mr. Moosavi refused to sign.

Mr. Philippe Saint-Pere's last known address is at 1, Liue Dit Calblanc, 33480 Castelnau de Medoc, FR. The application papers and a prepaid envelope were delivered to Mr. Saint-Pere. (See King's paragraph 7) A separate email was also delivered to Mr. Saint-Pere. (See King's paragraph 8) Had Mr. Saint-Pere agreed to sign the declaration, the prepaid envelope and the signed declaration would have been received. So far, nothing was received back from Mr. Saint-Pere. It is respectfully submitted that Mr. Saint-Pere refused to sign.

Mr. Keskes is obligated to assign his interest in the present invention to the Assignee pursuant to an agreement "Confidentiality Information and Invention Agreement," dated 18 April 1997, Section 6, Assignment of Inventions. See the attached.

Mr. Moosavi has assigned his interest in the present invention to the Assignee pursuant to the signed assignment. See the attached.

Mr. Saint-Pere is obligated to assign his interest in the present invention to the Assignee pursuant to an agreement "Patent and Confidentiality Information Agreement," dated 18 April 1997, Section 6. See the attached.

Applicants respectfully submit that to protect and preserve the rights of the Assignee, the signed inventors and the unsigned inventors, the current application should be accepted. Applicants further submit that the current application is complete and ready for examination. Its allowance is respectfully requested.

Respectfully submitted,

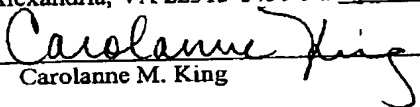


Liangang (Mark) Ye
Registration Number 48,276
WesternGeco, L.L.C.
10001 Richmond Avenue
Houston, Texas 77042
Telephone: (713) 689-5799
Facsimile: (713) 689-1977

CERTIFICATION OF MAILING

I hereby certify that this correspondence and its attachments are being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Commissioner for Patents, USPTO, P.O. BOX 1450, Alexandria, VA 22313-1450 on: April 11, 2007.

By:


Carolanne M. King

04/11/2007
Date Signed

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Rune Toennessen <i>et al.</i>	§	Group Art Unit: Unknown
	§	
Serial Number: 10/550,703	§	Examiner: Unknown
	§	
Confirmation Number: Unknown	§	Atty Dkt No.: 14.0234-PCT-US
	§	
Filing Date: September 27, 2005	§	
	§	
Entitled: SYSTEM FOR DEPTH CONTROL	§	
OF A MARINE DEFLECTOR	§	

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P.O. Box 1450
Alexandria, Virginia 22313-1450

ATTACHMENT TO RENEWED PETITION UNDER 37 C.F.R. § 1.47(a)

SUPPORTING DECLARATION

I, Carolanne King, a contract employee at WesternGeco, L.L.C., do hereby declare the following:

1. I am a contract employee at WesternGeco, L.L.C., located at 10001 Richmond Avenue, Houston, TX 77042.
2. I am a citizen of the United States of America.
3. I sent, via Federal Express Tracking Number 7929 3353 7008, a complete copy of the application papers, including the specification, claims, drawings, and inventors' declaration, to Mr. Emmanuel Keskes' last known address at 38 Rue Marcel Dassault, Boulogne, FR 92100 on February 14, 2007. I received a telephone call from Federal Express on February 21, 2007 informing me that the package was undeliverable. The application papers sent to this address were returned on March 9, 2007 as undeliverable (*See Exhibit A*).
4. I sent, via Federal Express Tracking Number 7922 9069 5044, a complete copy of the application papers, including the specification, claims, drawings, and inventors' declaration, to Mr. Emmanuel Keskes' last known address at 20 Rue Prefet Bonnefoy, Nantes F-44000, France on February 14, 2007. I found this other

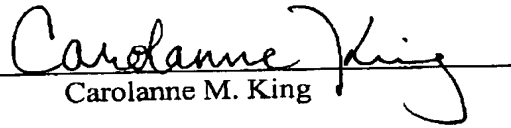
address of Mr. Keskes through co-inventor Mr. Rune Toennessen. The application papers sent to this address were delivered by Federal Express and signed for by K.ESKES on February 16, 2007. As of today's date, I have not received Mr. Keskes' executed declaration as requested (*See Exhibit B*).

5. I sent, via Federal Express Tracking Number 7929 3375 5859, a complete copy of the application papers, including the specification, claims, drawings, and inventors' declaration, to Mr. Vahid Moosavi's last known address at Ringsveien 13 B, 1368 Stabekk, Norway on February 14, 2007. I found this address of Mr. Moosavi in Assignee's records. I received a telephone call from Federal Express on February 22, 2007 informing me that the package was undeliverable. The application papers sent to this address were returned on March 5, 2007 as undeliverable (*See Exhibit C*).
6. I sent, via Federal Express Tracking Number 7986 0800 6942, a complete copy of the application papers, including the specification, claims, drawings, and inventors' declaration, to Mr. Vahid Moosavi's last known address at Aslakveien 25, 0753 Oslo, Norway on February 14, 2007. I found this other address of Mr. Moosavi in Assignee's records. The application papers sent to this address were delivered by Federal Express and signed for by M.OOSAVI on March 7, 2007. As of today's date, I have not received Mr. Moosavi's executed declaration as requested (*See Exhibit D*).
7. I sent, via Federal Express Tracking Number 7906 7240 7204, a complete copy of the application papers, including the specification, claims, drawings, and inventors' declaration, to Mr. Philippe Saint-Pere's last known address at 1 Rue Lieu Dit Calblanc, Castelnau de Medoc 33480, France on February 14, 2007. The application papers sent to this address were delivered by Federal Express on February 24, 2007. As of today's date, I have not received Mr. Saint-Pere's executed declaration as requested (*See Exhibit E*).
8. I sent, via electronic mail, a complete copy of the application papers, including the specification, claims, drawings, and inventors' declaration, to Mr. Philippe Saint-Pere's last known electronic mail address at wenphil@wanadoo.fr on February 14, 2007. This email was not returned to me as undeliverable. As of

today's date, I have not received Mr. Saint-Pere's executed declaration as requested (*See* Exhibit F).

9. I further hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issued thereon.

Signed:


Carolanne M. King

Date: April 11, 2007

Exhibit A



10001 Richmond Avenue
Houston, Texas 77042-4299
P.O. Box 2469 (77052-2469)
Tel. 713-789-9600
Fax. 713-789-0172

February 14, 2007

VIA FEDEX NO. 7929 3353 7008

Mr. Emmanuel Keskes
38 Rue Marcel Dassault
Boulogne 92100
FRANCE

Re: U.S. Patent Application Serial No. 10/550,703; Entitled: "SYSTEM FOR DEPTH CONTROL OF A MARINE DEFLECTOR;" First Named Inventor: Rune Toennessen; Attorney Docket No. 14.0234-PCT-US

Dear Mr. Keskes:

Enclosed are the following documents: a copy of the above-referenced patent application as originally filed, a Declaration and Power of Attorney for Patent Application, and an Assignment. Please execute the Declaration and Assignment documents as indicated, and return them to us as soon as possible using the enclosed FedEx envelope, which we have included for your convenience. If you find any errors on the documents (such as your citizenship or address), please make changes directly on the document and initial the corrections.


Please do not hesitate to contact me at (713) 689-6265 if you have any questions. I thank you in advance for your attention concerning this matter.

Sincerely,


Carolanne M. King

Enclosures

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Track Shipments
Detailed Results Quick HelpTracking number 792933537008
Ship date Feb 14, 2007Reference 9333
Destination BOULOGNE FR
Service type Priority Envelope
Weight 0.8 lbs.

Status At FedEx destination

Date/Time	Activity	Location	Details
Mar 5, 2007	8:53 PM At local FedEx facility	GENNEVILLIERS FR	
Mar 2, 2007	9:41 PM At local FedEx facility	GENNEVILLIERS FR	
Mar 1, 2007	9:42 PM At local FedEx facility	GENNEVILLIERS FR	
Feb 28, 2007	9:49 PM At local FedEx facility	GENNEVILLIERS FR	
Feb 27, 2007	9:25 PM At local FedEx facility	GENNEVILLIERS FR	
Feb 26, 2007	10:52 AM At local FedEx facility	GENNEVILLIERS FR	
Feb 23, 2007	9:02 PM At local FedEx facility	GENNEVILLIERS FR	
Feb 22, 2007	9:46 AM At local FedEx facility	GENNEVILLIERS FR	
Feb 21, 2007	9:32 PM At local FedEx facility	GENNEVILLIERS FR	
Feb 20, 2007	9:14 PM At local FedEx facility	GENNEVILLIERS FR	
Feb 19, 2007	9:20 PM At local FedEx facility	GENNEVILLIERS FR	
Feb 18, 2007	9:18 PM At local FedEx facility	GENNEVILLIERS FR	
	8:13 AM Departed FedEx location	INDIANAPOLIS, IN	
	10:47 AM Delivery exception	GENNEVILLIERS FR	Incorrect address
	8:08 AM On FedEx vehicle for delivery	GENNEVILLIERS FR	
	7:11 AM At local FedEx facility	GENNEVILLIERS FR	
Feb 15, 2007	9:40 PM Int'l shipment release	PARIS FR	
	9:40 PM Arrived at FedEx location	PARIS FR	
	6:13 AM In transit	INDIANAPOLIS, IN	
	5:42 AM Departed FedEx location	INDIANAPOLIS, IN	
	2:41 AM Departed FedEx location	INDIANAPOLIS, IN	
	1:19 AM Arrived at FedEx location	INDIANAPOLIS, IN	
Feb 14, 2007	8:39 PM Left origin	HOUSTON, TX	
	4:38 PM Picked up	HOUSTON, TX	
	1:14 PM Package data transmitted to FedEx.		

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E-mail address	Language	Exception updates	Delivery updates
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PAGE 13/56 * RCVD AT 4/23/2007 3:56:04 PM [Eastern Daylight Time] * SVR:USPTO-EFAXF-6/8 * DNIS:2709987 * CSID:713 689 1977 * DURATION (mm-ss):18-58

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Telephone 901-463-3336



FAX HEADER SHEET

FROM: F e d E x E x p r e s s
PHONE: 1-800-GO-FEDEX

TO: RHONDA SMITH
PHONE: 7136891977

PAGES: 2 (including header)

Reference Number: R2007041100367974761

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Memphis, TN 38116

U.S. Mail, PO Box 727
Memphis, TN 38194-4643

Telephone 901-366-3333



April 11, 2007

RHONDA SMITH
(713) 689-1977

Dear RHONDA SMITH:

Our records reflect the following delivery information for the shipment with the tracking number 692769923943.

Delivery Information:

Signed For By: E.SCROGGINS

Scroggins

Delivered to: 10001 RICHMOND AVE

Delivery Date: March 09, 2007

Delivery Time: 08:59 AM

Shipping Information:

Shipment Reference Information: RTN AWB 792933537008

Tracking No: 692769923943

Ship Date: March 08, 2007

Shipper: FEDEX
125 RUE LOUIS ROCHE
GENNEVILLIERS, 92230
FR


Recipient: CAROLANNE KING
WESTERNGECO
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Tracking number	692769923943	Reference	RTN AWB
Signed for by	E.SCROGGINS		792933537008
Ship date	Mar 8, 2007	Destination	HOUSTON, TX
Delivery date	Mar 9, 2007 8:59 AM	Delivered to	Shipping/Receiving
		Service type	International Priority
			Service
		Weight	0.9 lbs.

Status Delivered**Signature image available** Yes

Date/Time	Activity	Location	Details
Mar 9, 2007	8:59 AM	Delivered	HOUSTON, TX
	7:27 AM	On FedEx vehicle for delivery	HOUSTON, TX
	6:43 AM	At local FedEx facility	HOUSTON, TX
	5:08 AM	At dest sort facility	HOUSTON, TX
	4:03 AM	Departed FedEx location	MEMPHIS, TN
	1:47 AM	Int'l shipment release	MEMPHIS, TN
	12:07 AM	Arrived at FedEx location	MEMPHIS, TN
Mar 8, 2007	10:45 PM	In transit	PARIS FR
	10:26 PM	Picked up	GENNEVILLIERS FR
	7:02 PM	Left origin	GENNEVILLIERS FR

Signature proof

E-mail results

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E-mail address	Language	Exception updates	Delivery updates
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Date _____

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MAR 09 2007

10001 RICHMOND**WesternGeco**

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6215086275	Sophia Corp. B.V.	1-ENV	Jonathan Smalstele	[Signature]	
2947108 2243	Vanco Energy Co.	1-ENV	Eliana Tereschenko		390000
12107629 836	WesternGeco	1-ENV	Mailroom	MAIL ROOM	
409 309 2352	WesternGeco	1-ENV	Mailroom	[Signature]	
47879644982	Amazon	1-BX	martha urrego	[Signature]	
7254 2055 5109	VeriBoard Wireless	1-BX	Frank Bertolino	[Signature]	Dr. Hurd
7981 2475 0425	WesternGeco	1-ENV	martha urrego	[Signature]	
7991 0078 2100	WesternGeco	1-ENV	Kim Monette	[Signature]	
7996 0070 2850	Tindall Foster	1-ENV	Lorraine Meyers	[Signature]	
7906 8916 5031	WesternGeco	1-ENV	Arellys Narango	[Signature]	
7916 4820 6487	WesternGeco LLC	1-ENV	Olay Lindtjorn	[Signature]	
7981 2394 7910	Comcast	1-ENV	Paula Dimed	[Signature]	
6927 6992 3943	FedEx	1-ENV	carolanne King	[Signature]	

Exhibit B

4401 Richmond Avenue
Suite 1000 Dallas, TX 75219-4299
PO Box 2469 (75252-2469)
Tel: 713 689-6600
Fax: 713 689-0177



February 14, 2007

VIA FEDEX NO. 7922 9069 5044

Mr. Emmanuel Keskes
20 Rue Prefet Bonnefoy
Nantes F-44000
FRANCE

Re: U.S. Patent Application Serial No. 10/550,703; Entitled: "SYSTEM FOR DEPTH CONTROL OF A MARINE DEFLECTOR;" First Named Inventor: Rune Toennessen; Attorney Docket No. 14.0234-PCT-US

Dear Mr. Keskes:

Enclosed are the following documents: a copy of the above-referenced patent application as originally filed, a Declaration and Power of Attorney for Patent Application, and an Assignment. Please execute the Declaration and Assignment documents as indicated, and return them to us as soon as possible using the enclosed DHL envelope, which we have included for your convenience. If you find any errors on the documents (such as your citizenship or address), please make changes directly on the document and initial the corrections.


Please do not hesitate to contact me at (713) 689-6265 if you have any questions. I thank you in advance for your attention concerning this matter.

Sincerely,

A handwritten signature in cursive script that reads 'Carolanne King'.
Carolanne M. King

Enclosures

FedEx | Track

Track Shipments
Detailed Results Quick Help

Tracking number	792290695044	Reference	9333
Signed for by	K.ESKES	Destination	NANTES FR
Ship date	Feb 14, 2007	Delivered to	Receptionist/Front Desk
Delivery date	Feb 16, 2007 9:52 AM	Service type	Priority Pak
		Weight	0.8 lbs.

Status Delivered

Date/Time	Activity	Location	Details
Feb 16, 2007	9:52 AM Delivered	NANTES FR	
	8:15 AM On FedEx vehicle for delivery	ST AIGNAN	
	8:11 AM At local FedEx facility	GRANDLIEU FR	
	6:42 AM Delivery exception	ST AIGNAN GRANDLIEU FR	Package at station, arrived after courier dispatch
Feb 15, 2007	10:34 PM Departed FedEx location	ST AIGNAN GRANDLIEU FR	
	9:40 PM Arrived at FedEx location	PARIS FR	
	9:40 PM Int'l shipment release	PARIS FR	
	6:13 AM In transit	INDIANAPOLIS, IN	
	5:42 AM Departed FedEx location	INDIANAPOLIS, IN	
	2:41 AM Departed FedEx location	INDIANAPOLIS, IN	
	1:19 AM Arrived at FedEx location	INDIANAPOLIS, IN	
Feb 14, 2007	8:39 PM Left origin	HOUSTON, TX	
	4:38 PM Picked up	HOUSTON, TX	
	3:26 PM Package data transmitted to FedEx		

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Select format: ☒ HTML ☐ Text ☐ Wireless

Add personal message:

Not available for Wireless or

http://www.fedex.com/Tracking/Detail?ftc_start_url=&totalPieceNum=&backTo=&templat... 3/6/2007

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non-English characters.

☐ By selecting this check box and the Submit button, I agree to these Terms and Conditions

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Exhibit C



Shell International America
One Shell Plaza
Houston, Texas 77002-2899
Tel: (713) 689 1977
Fax: (713) 689 0172

February 14, 2007

VIA FEDEX NO. 7929 3375 5859

Mr. Vahid Moosavi
Ringsveien 13 B
Stabekk 1368
NORWAY

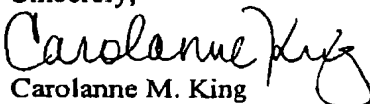
Re: U.S. Patent Application Serial No. 10/550,703; Entitled: "SYSTEM FOR DEPTH CONTROL OF A MARINE DEFLECTOR;" First Named Inventor: Rune Toennesen; Attorney Docket No. 14.0234-PCT-US

Dear Mr. Moosavi:

Enclosed are the following documents: a copy of the above-referenced patent application as originally filed, and a Declaration and Power of Attorney for Patent Application. Please execute the Declaration as indicated, and return them to us as soon as possible using the enclosed DHL envelope, which we have included for your convenience. If you find any errors on the documents (such as your citizenship or address), please make changes directly on the document and initial the corrections.


Please do not hesitate to contact me at (713) 689-6265 if you have any questions. I thank you in advance for your attention concerning this matter.

Sincerely,


Carolanne M. King

Enclosures

FedEx | Track

Track Shipments
Detailed Results Quick, HelpTracking number 792933755859
Ship date Feb 14, 2007Reference
Destination
Service type
Weight9333
STABEKK NO
Priority Pak
0.7 lbs.

Status Delivery exception

Date/Time	Activity	Location	Details
Mar 2, 2007	10:00 AM Package returned to shipper	GARDERMOEN NO	Return tracking number: <u>792299029375</u>
	9:29 AM At local FedEx facility	GARDERMOEN NO	
Mar 1, 2007	8:44 AM At local FedEx facility	GARDERMOEN NO	
Feb 28, 2007	9:01 AM At local FedEx facility	GARDERMOEN NO	
Feb 27, 2007	9:02 AM At local FedEx facility	GARDERMOEN NO	
Feb 26, 2007	9:03 AM At local FedEx facility	GARDERMOEN NO	
Feb 23, 2007	9:10 AM At local FedEx facility	GARDERMOEN NO	
Feb 22, 2007	9:35 AM At local FedEx facility	GARDERMOEN NO	
Feb 21, 2007	9:02 AM At local FedEx facility	GARDERMOEN NO	
Feb 20, 2007	9:36 AM At local FedEx facility	GARDERMOEN NO	
Feb 19, 2007	11:28 AM Delivery exception	GARDERMOEN NO	Customer not available or business closed
Feb 18, 2007	7:01 PM Int'l shipment release	GARDERMOEN NO	
	7:01 PM At local FedEx facility	GARDERMOEN NO	
Feb 16, 2007	6:13 AM Departed FedEx location	INDIANAPOLIS, IN	
	9:31 AM In transit	STOCKHOLM- ARLANDA SE PARIS FR	
Feb 15, 2007	11:30 PM Departed FedEx location	PARIS FR	
	10:39 PM In transit	PARIS FR	
	9:23 PM Arrived at FedEx location	INDIANAPOLIS, IN	
	6:13 AM In transit	INDIANAPOLIS, IN	
	5:42 AM Departed FedEx location	INDIANAPOLIS, IN	
	2:40 AM Departed FedEx location	INDIANAPOLIS, IN	
	1:19 AM Arrived at FedEx location	HOUSTON, TX	
Feb 14, 2007	8:39 PM Left origin	HOUSTON, TX	
	4:38 PM Picked up		
	3:40 PM Package data transmitted to FedEx		

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Your Name: Your E-mail Address:

E-mail address

Language

Exception
updatesDelivery
updateshttp://www.fedex.com/Tracking/Detail?fc_start_url=&totalPieceNum=&backTo=&templat... 3/6/2007

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	English	<input type="checkbox"/>	<input type="checkbox"/>
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Select format: ☒ HTML ☐ Text ☐ Wireless


Add personal message:

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☐ By selecting this check box and the Submit button, I agree to these [Terms and Conditions](#)

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Track Shipments
Detailed Results Quick Help

Tracking number	792299029375	Reference	792933755859
Signed for by	C.WILLIAMS	Destination	HOUSTON, TX
Ship date	Mar 2, 2007	Delivered to	Shipping/Receiving
Delivery date	Mar 5, 2007 10:04 AM	Service type	Priority Envelope
		Weight	0.7 lbs.

Status Delivered

Date/Time	Activity	Location	Details
Mar 5, 2007	10:04 AM Delivered	HOUSTON, TX	
	7:37 AM On FedEx vehicle for delivery	HOUSTON, TX	
	6:38 AM At local FedEx facility	HOUSTON, TX	
	4:33 AM At dest sort facility	HOUSTON, TX	
Mar 4, 2007	7:04 PM At local FedEx facility	HOUSTON, TX	
	3:18 PM Departed FedEx location	MEMPHIS, TN	
	10:48 AM Int'l shipment release	MEMPHIS, TN	
Mar 2, 2007	5:56 PM Left origin	GARDERMOEN NO	
	2:00 PM Picked up	GARDERMOEN NO	
Mar 1, 2007	7:27 AM Package data transmitted to FedEx		

Signature proof

E-mail results

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Your E-mail Address:

E-mail address

Language

Exception updates

Delivery updates

<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
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<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>

Select format: ☒ HTML ☐ Text ☐ Wireless

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http://www.fedex.com/Tracking/Detail?ftc_start_url=&totalPieceNum=&backTo=&templat... 3/6/2007

Exhibit D

Patent Department
Patent Docket No. 14.0234-PCT-US
Patent Docket No. 14.0234-PCT-US
Patent Docket No. 14.0234-PCT-US
Patent Docket No. 14.0234-PCT-US

WesternGeco

February 14, 2007

VIA FEDEX NO. 7986 0800 6942

Mr. Vahid Moosavi
Aslakveien 25
Oslo 0753
NORWAY

Re: U.S. Patent Application Serial No. 10/550,703; Entitled: "SYSTEM FOR DEPTH CONTROL OF A MARINE DEFLECTOR;" First Named Inventor: Rune Toennesen; Attorney Docket No. 14.0234-PCT-US

Dear Mr. Moosavi:

Enclosed are the following documents: a copy of the above-referenced patent application as originally filed, and a Declaration and Power of Attorney for Patent Application. Please execute the Declaration as indicated, and return them to us as soon as possible using the enclosed DHL envelope, which we have included for your convenience. If you find any errors on the documents (such as your citizenship or address), please make changes directly on the document and initial the corrections.

Please do not hesitate to contact me at (713) 689-6265 if you have any questions. I thank you in advance for your attention concerning this matter.

Sincerely,

Carolanne King
Carolanne M. King

Enclosures

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Track Shipments
Detailed Results

Quick Help

Tracking number	798608006942	Reference	9333
Signed for by	M.OOSAVI	Destination	OSLO NO
Ship date	Feb 14, 2007	Service type	Priority Pak
		Weight	0.7 lbs.

Status Delivered

Date/Time	Activity	Location	Details
Mar 7, 2007	1:11 PM Delivered	OSLO NO	
	8:54 AM On FedEx vehicle for delivery	GARDERMOEN NO	
Mar 6, 2007	9:13 AM At local FedEx facility	GARDERMOEN NO	
Mar 5, 2007	8:45 AM At local FedEx facility	GARDERMOEN NO	
Mar 2, 2007	9:29 AM At local FedEx facility	GARDERMOEN NO	
Mar 1, 2007	8:44 AM At local FedEx facility	GARDERMOEN NO	
Feb 28, 2007	1:54 PM Delivery exception	GARDERMOEN NO	Customer not available or business closed
	8:56 AM On FedEx vehicle for delivery	GARDERMOEN NO	
Feb 27, 2007	9:02 AM At local FedEx facility	GARDERMOEN NO	
Feb 26, 2007	9:03 AM At local FedEx facility	GARDERMOEN NO	
Feb 23, 2007	9:10 AM At local FedEx facility	GARDERMOEN NO	
Feb 22, 2007	9:35 AM At local FedEx facility	GARDERMOEN NO	
Feb 21, 2007	9:02 AM At local FedEx facility	GARDERMOEN NO	
Feb 20, 2007	9:36 AM At local FedEx facility	GARDERMOEN NO	
Feb 19, 2007	4:31 PM Delivery exception	GARDERMOEN NO	Customer not available or business closed
Feb 18, 2007	7:02 PM Int'l shipment release	GARDERMOEN NO	
	7:02 PM At local FedEx facility	GARDERMOEN NO	
Feb 16, 2007	8:07 PM In transit	GARDERMOEN NO	Package available for clearance
	6:13 AM Departed FedEx location	INDIANAPOLIS, IN	
	9:31 AM In transit	STOCKHOLM-ARLANDA SE	
Feb 15, 2007	11:30 PM Departed FedEx location	PARIS FR	
	10:39 PM In transit	PARIS FR	
	9:27 PM Arrived at FedEx location	PARIS FR	
	6:13 AM In transit	INDIANAPOLIS, IN	
	5:42 AM Departed FedEx location	INDIANAPOLIS, IN	
	2:40 AM Departed FedEx location	INDIANAPOLIS, IN	
	1:19 AM Arrived at FedEx location	INDIANAPOLIS, IN	
Feb 14, 2007	8:39 PM Left origin	HOUSTON, TX	
	4:38 PM Picked up	HOUSTON, TX	
	3:46 PM Package data transmitted to FedEx		

Signature proof

E-mail results

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Your Name: Your E-mail Address:

E-mail address	Language	Exception updates	Delivery updates
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<input type="text"/>	English	<input type="checkbox"/>	<input type="checkbox"/>
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Select format: ☒ HTML ☐ Text ☐ Wireless

Add personal message:

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☐ By selecting this check box and the Submit button, I agree to these [Terms and Conditions](#)

Exhibit E



10001 Richmond Avenue
Houston, Texas 77042-4299
P.O. Box 2169 (77252-2469)
Tel: 713-789-9000
Fax: 713-789-0172

February 14, 2007

VIA FEDEX NO. 7906 7240 7204

Mr. Philippe Saint-Pere
1, Rue Lieu Dit Calblanc
Castelnau de Medoc 33480
FRANCE

Re: U.S. Patent Application Serial No. 10/550,703; Entitled: "SYSTEM FOR DEPTH CONTROL OF A MARINE DEFLECTOR;" First Named Inventor: Rune Toennessen; Attorney Docket No. 14.0234-PCT-US

Dear Mr. Saint-Pere:

Enclosed are the following documents: a copy of the above-referenced patent application as originally filed, a Declaration and Power of Attorney for Patent Application, and an Assignment. Please execute the Declaration and Assignment documents as indicated, and return them to us as soon as possible using the enclosed DHL envelope, which we have included for your convenience. If you find any errors on the documents (such as your citizenship or address), please make changes directly on the document and initial the corrections.

Please do not hesitate to contact me at (713) 689-6265 if you have any questions. I thank you in advance for your attention concerning this matter.

Sincerely,

Carolanne King
Carolanne M. King

Enclosures

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Detailed Results[Quick Help](#)

Tracking number	790672407204	Reference	9333
Signed for by	S.T PERE	Destination	CASTELNAU DE
Ship date	Feb 14, 2007		MEDOC FR
Delivery date	Feb 24, 2007 9:18 AM	Delivered to	Receptionist/Front Desk
		Service type	Priority Pak
		Weight	0.9 lbs.

Status Delivered

Date/Time	Activity	Location	Details
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Feb 20, 2007	7:35 PM At local FedEx facility	BRUGES FR	
Feb 16, 2007	6:13 AM Departed FedEx location	INDIANAPOLIS, IN	
	10:00 AM Delivery exception	BRUGES FR	Incorrect address
	9:03 AM At local FedEx facility	BRUGES FR	
	8:13 AM Delivery exception	BRUGES FR	Incorrect address
Feb 15, 2007	10:34 PM Departed FedEx location	PARIS FR	
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	6:13 AM In transit	INDIANAPOLIS, IN	
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Feb 14, 2007	1:19 AM Arrived at FedEx location	INDIANAPOLIS, IN	
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	4:38 PM Picked up	HOUSTON, TX	
	3:01 PM Package data transmitted to FedEx		

Signature proof	E-mail results	Track more shipments
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E-mail address	Language	Exception updates	Delivery updates
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Select format: ☒ HTML ☐ Text ☐ Wireless

Add personal message:

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http://www.fedex.com/Tracking/Detail?ftc_start_url=&totalPieceNum=&backTo=&templat... 3/6/2007

FedEx | Track

non-English characters.

☐ By selecting this check box and the Submit button, I agree to these Terms and Conditions

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Exhibit F

wenphil@wanadoo.fr, 04:49 PM 2/14/2007, 14.0234-PCT-US Patent Application

To: wenphil@wanadoo.fr
From: Carolanne King <cking3@houston.westerngeco.slb.com>
Subject: 14.0234-PCT-US Patent Application
Cc: Rhonda Smith <rsmith31@houston.westerngeco.slb.com>, lye2@houston.westerngeco.slb.com
Bcc:
Attached: G:\IP\IP Prosecution\14\14.0200 - 0250\14.0234\14.0234-PCT-US, 20070214, Letter to Philippe Saint Pere re documents for execution.pdf;

Mr. Saint-Pere:

Attached to this email are the following documents regarding the above-referenced patent application:

A copy of a letter to you sent today via FedEx Tracking No. 7906 7240 7204;

A copy of the above-referenced patent application as originally filed;

A Declaration and Power of Attorney; and

An Assignment.

Please sign, date and return the signed Declaration and Assignment documents to us as soon as possible. If you would please fax the signed documents to us at 713.689.1977, and then please forward the originals in the DHL envelope that we enclosed in the FedEx package for your convenience.

If you find any errors in the Declaration and/or the Assignment, please make the correction directly on the document and Initial the correction.

If you have any questions, please feel free to contact me at 713.689.6265 or by return email.

Kind regards,
Carolanne M. King

Printed for Carolanne King <cking3@houston.westerngeco.slb.c...

1

Docket No. 14.0234-PCT-US

Page 1 of 7

Declaration and Power of Attorney for Patent Application

English Language Declaration

As a below named inventor(s), I hereby declare that:

My residence, post office address and citizenship are as stated below next to my/our name(s),

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

SYSTEM FOR DEPTH CONTROL OF A MARINE DEFLECTOR

the specification of which

(check one)

is attached hereto

☒ was filed on 26 March 2004 as Application Serial No. PCT/EP04/050379

and was amended on _____ (if applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a).

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)

Priority Claimed

0307018.2
(Number)

GB
(Country)

27 March 2003
(Day/Month/Year Filed)

☒ Yes ☐ No

(Number)

(Country)

(Day/Month/Year Filed)

Yes ☐ No ☐

(Number)

(Country)

(Day/Month/Year Filed)

Yes ☐ No ☐

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application.

Docket No. 14.0234-PCT-US

Page 2 of 7

_____ (Application Serial No.)	_____ (Filing Date)	_____ (Status) (patented, pending, abandoned)
-----------------------------------	------------------------	---

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application of any patent issued thereon.

POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith (list name and registration number):

	Jeffrey E. Griffin	—	Registration No. 36,534
Send correspondence to:	JEFFREY E. GRIFFIN		WesternGeco, L.L.C. Intellectual Property Department P.O. Box 2469 Houston, Texas 77252-2469
Direct Telephone Calls to:	JEFFREY E. GRIFFIN		(713) 689-2625

RUNE TOENNESSEN	
Inventor's Signature	Date
Residence	
TUENGEN ALLE 19 B, 0374 OSLO, NORWAY	
Citizenship	
NORWAY	
Post Office Address	
Same as above	

Docket No. 14.0234-PCT-US

Page 3 of 7

EMMANUEL KESKES

Inventor's Signature

Date

Residence

20 RUE PREFET BONNEFOY, F-44000 NANTES, FRANCE

Citizenship

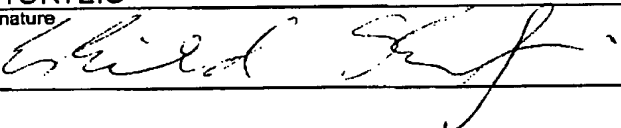
FRANCE

Post Office Address

Same as above

Docket No. 14.0234-PCT-US

Page 4 of 7

ESKILD STORTEIG	
Inventor's Signature 	Date 15. February 2007
Residence ULVENVEIEN 29, 3420 LIERSKOGEN, NORWAY	E.S.
Citizenship NORWAY	E.S.
Post Office Address Same as above	E.S.

Docket No. 14.0234-PCT-US
Page 5 of 7

PER HELGERUD	
Inventor's Signature	Date
Residence	
HAUGERUDVEIEN 29, N-3300 HOKKSUND, NORWAY	
Citizenship	
NORWAY	
Post Office Address	
Same as above	

Docket No. 14.0234-PCT-US

Page 6 of 7

VAHID MOOSAVI	
Inventor's Signature	Date
Residence	
RINGSVEIEN 13 B, 1368 STABEKK, NORWAY	
Citizenship	
NORWAY	
Post Office Address	
Same as above	

Docket No. 14.0234-PCT-US

Page 7 of 7

PHILIPPE SAINT-PERE	
Inventor's Signature	Date
Residence	
1, LIEU DIT CABLANC, 33480 CASTELNAU DE MEDOC, FRANCE	
Citizenship	
FRANCE	
Post Office Address	
Same as above	

E.S.



11 JAN 2007

UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents
United States Patent and Trademark Office
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Alexandria, VA 22313-1450
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Intellectual Property Department
P O Box 2469
Houston TX 77252-2469

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JAN 16 2007

I.P. DEPT.

In re Application of TOENNESSEN et al.
Application No.: 10/550,703
PCT No.: PCT/EP04/50379
Int. Filing: 26 March 2004
Priority Date: 27 March 2003
Attorney Docket No.: 10.0234-PCT-US
For: SYSTEM FOR DEPTH CONTROL OF A
MARINE DEFLECTOR

DECISION ON PETITION
UNDER 37 CFR 1.47(a)

DOCKETED ☒ 16 JAN 2007
Response: Non-final ☐ FINAL
DEADLINE: 11 MAR 2007
Action(s)/Date(s):
Renewed Petition
CPA ☐ IPW ☐ Agent ☐

This is a decision on applicant's petition under 37 CFR 1.47(a), filed in the United States Patent and Trademark Office (USPTO) on 25 October 2006 to accept the application without the signatures of joint inventors Emmanuel Keskes, Vahid Moosavi and Philippe Saint-Pere.

BACKGROUND

On 27 September 2005, applicant filed a transmittal letter (PTO-1390) requesting entry into the national stage in the United States of America under 35 U.S.C. § 371. Filed with the Transmittal Letter was, *inter alia*, the requisite basic national fee.

On 25 August 2006, a Notification of Missing Requirements (FORM PCT/DO/BO/905) was mailed to applicant indicating *inter alia*, that an oath or declaration in accordance with 37 CFR 1.497(a) and (b) and the surcharge for filing the oath or declaration after the thirty month period was required.

On 25 October 2006, applicant filed the instant petition along with a declaration, executed by the joint inventors on behalf of the nonsigning inventors. The petition under 37 CFR 1.47(a) in an attempt to satisfy the requirements of 35 U.S.C. 371(c)(4) requested the acceptance of the application without the signatures of inventors Emmanuel Keskes, Vahid Moosavi and Philippe Saint-Pere alleging that Messrs. Keskes and Moosavi are unavailable and Mr. Saint-Pere refuses to sign.

DISCUSSION

A petition under 37 CFR §1.47(a) must be accompanied by (1) the fee under 37 CFR §1.17(g), (2) factual proof that the non-signing joint inventor(s) refuses to execute the application or cannot be reached after diligent effort, (3) a statement of the last known address of the non-signing inventor(s), and (4) an oath or declaration by each available joint inventor on his or her own behalf and on behalf of the non-signing joint inventor(s).

The petition included the requisite petition fee, satisfying Item (1). Item (3) is satisfied because the last known addresses of non-signing inventors were provided. With regard to item

2

Application No.: 10/550,703

(4), the declaration executed by the available joint inventors on their behalf and on behalf of the non-signing inventors was submitted. However, the declaration was altered by Eskild Storteig.

Section 602.01 of the MPEP states the following:

The wording of an oath or declaration cannot be amended, altered or changed in any manner after it has been signed. If the wording is not correct or if all of the required affirmations have not been made, or if it has not been properly subscribed to, a new oath or declaration must be required....

Any changes made in ink in the application or oath prior to signing should be initialed and dated by the applicants prior to execution of the oath or declaration. The Office will not consider whether non-initialed and/or nondated alterations were made before or after signing of the oath or declaration but will require a new oath or declaration.

The changes made in the declaration executed by inventor Storteig were not dated and initialed or signed. Therefore, a new acceptable oath or declaration executed by Eskild Storteig is required to satisfy the requirements of 35 U.S.C. 371 (c)(4) for entrance into the national stage in the United States. Item (4) is not yet satisfied.

Inventors' Refusal to Sign

With respect to Item (2) above, a declaration by Rebecca Tanis, the IP administrator of the assignee was attached to the petition, detailing the efforts made to obtain the nonsigning inventors' signatures. The declaration was a statement of first hand knowledge; however, the declaration did not provide sufficient details of the attempts made or diligent efforts to contact the nonsigning inventors. Ms. Tanis merely states that she "sent the inventor declaration and assignment documents" to inventor Keskes, Moosavi and Saint-Pere's respective last known addresses. The mailings to Messrs. Keskes and Moosavi were returned as undeliverable. According to Ms. Tanis, the declaration and assignment documents sent to inventor Saint-Pere were delivered but "he never returned the signed papers back as requested." A copy of the correspondence sent to the nonsigning inventors was not provided and should accompany the petition.

Petitioner has not provided a complete copy of the application papers, including specification, claims and drawings and declaration, to the nonsigning inventors. Ms. Tanis only sent a copy of the declaration and assignment. What is required is that Messrs. Keskes, Moosavi and Saint-Pere be presented with a copy of all of the national stage application papers (specification, including claims and drawings, oath or declaration) for this application. Where a refusal of the inventor to sign the application papers is alleged, the circumstances of the presentation of the application papers and of the refusal must be specified in a statement of facts by the person who presented the inventor with the application papers and/or to whom the refusal was made. With regard to Petitioner's conclusion that inventor Saint-Pere is refusing to sign, it is important that the inventor be presented with a copy of the application papers to ensure that the inventor is apprised of application to which the declaration is directed. Furthermore, Petitioner has not provided any proof that delivery to Mr. Saint-Pere occurred. Such proof is necessary to conclude that the nonsigning inventor is refusing to sign the application. See Section 409.03(d) of the Manual of Patent Examining Procedure (MPEP), Proof of Unavailability or Refusal.¹

¹ A refusal by an inventor to sign an oath or declaration when the inventor has not been presented with the application papers does not itself suggest that the inventor is refusing to join the application unless it is clear that the inventor understands exactly what he or she is being asked to sign and refuses to accept the application papers. A copy of the

Application No.: 10/550,703

3

Unavailability of Inventors

With respect to counsel's inability to find or reach Messrs. Keskes and Moosavi, Petitioner did not demonstrate what "diligent efforts" were undertaken by counsel to locate them and obtain their signatures on the declaration. Ms. Tanis states that the copy of the declaration and assignment were sent to Messrs. Keskes and Moosavi and were returned by the postal service as undeliverable. No further efforts to locate the nonsigning inventors were attempted and detailed in a first hand statement of facts. A statement by the person with first hand knowledge, which fully describes the exact facts relied on to establish that a diligent effort was made, was not submitted and is required.

As indicated in the MPEP Section 409.03(d), where inability to find or reach a nonsigning inventor "after diligent effort" is the reason for filing under 37 CFR 1.47, a statement of facts should be submitted that fully describes the exact facts which are relied on to establish that a diligent effort was made. The statement of facts must be signed, where at all possible, by a person having firsthand knowledge of the facts recited therein. Statements based on hearsay will not normally be accepted. Copies of documentary evidence such as internet searches, certified mail return receipts, cover letters of instructions, telegrams, that support a finding that the nonsigning inventor could not be found or reached should be made part of the statement. The steps taken to locate the whereabouts of the nonsigning inventor should be included in the statement of facts. It is important that the statement contain facts as opposed to conclusions.

Here, diligent efforts made to locate the nonsigning inventors were not pursued and documented such as Internet searches, contact with the joint inventors to obtain Messrs. Keskes and Moosavi's current address, current email address and/or current employer. No attempt to reach the nonsigning inventors by telephone was made. No request from the Postal Service for their forwarding address was made. Where inability to find or reach a nonsigning inventor "after diligent effort" is the reason for filing under 37 CFR 1.47, a statement of facts should be submitted that fully describes the exact facts which are relied on to establish that a "diligent effort" was made. Petitioner's statement of facts under 37 CFR 1.47(a) does not indicate that any search for Mr. Saint-Pere's new address was made. Since no attempts to locate inventor Saint-Pere were documented, it can not be concluded that "a diligent effort" was made to locate the

application papers should be sent to the last known address of the nonsigning inventor, or, if the nonsigning inventor is represented by counsel, to the address of the nonsigning inventor's attorney.... It is reasonable to require that the inventor be presented with the application papers before a petition under 37 CFR 1.47 is granted since such a procedure ensures that the inventor is apprised of the application to which the oath or declaration is directed. *In re Gray*, 115 USPQ 80 (Comm'r Pat. 1956).

Where a refusal of the inventor to sign the application papers is alleged, the circumstances of the presentation of the application papers and of the refusal must be specified in a statement of facts by the person who presented the inventor with the application papers and/or to whom the refusal was made. Statements by a party not present when an oral refusal is made will not be accepted. Proof that a *bona fide* attempt was made to present a copy of the application papers (specification, including claims, drawings, and oath or declaration) to the nonsigning inventor for signature, but the inventor refused to accept delivery of the papers or expressly stated that the application papers should not be sent, may be sufficient. When there is an express oral refusal, that fact along with the time and place of the refusal must be stated in the statement of facts. When there is an express written refusal, a copy of the document evidencing that refusal must be made part of the statement of facts. The document may be redacted to remove material not related to the inventor's reasons for refusal.

When it is concluded by the 37 CFR 1.47 applicant that a nonsigning inventor's conduct constitutes a refusal, all facts upon which the conclusion is based should be stated in a statement of facts in support of the petition or directly in the petition. If there is documentary evidence to support facts alleged in the petition or any statement of facts, such evidence should be submitted. Whenever a nonsigning inventor gives a reason for refusing to sign the application oath or declaration, that reason should be stated in the petition.

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Application No.: 10/550,703

non-signing inventor.

The action taken by petitioner is not sufficient to prove that "a diligent effort" was made to contact the nonsigning inventor. Under these circumstances, it cannot be concluded that then nonsigning inventors are unavailable to sign the application.

In sum, Petitioner has satisfied Items (1), and (3) above. Item (4) is not yet satisfied as a newly executed declaration by Eskild Storteig is required. Petitioner has not satisfied Item (2) by demonstrating: (1) a *bona fide* attempt was made to present a copy of the application papers for U.S. application 10/550,703 (specification, including claims, drawings, and declaration) to the nonsigning inventors for their signature and Philippe Saint-Pere's refusal to sign these documents and (2) that "a diligent effort" was made to contact nonsigning inventors Keskes and Moosavi. Accordingly, it is inappropriate to accord the national stage application status under 37 CFR §1.47(a) at this time.

CONCLUSION

The petition under 37 CFR §1.47(a) is DISMISSED WITHOUT PREJUDICE.

Any reconsideration on the merits of the petition under 37 CFR §1.47(a) must be filed within TWO (2) MONTHS from the mail date of this decision. Any reconsideration request should include a cover letter entitled "Renewed Petition Under 37 CFR §1.47(a)." No petition fee is required. Any further extensions of time available may be obtained under 37 CFR 1.136(a).

Any further correspondence with respect to this matter should be addressed to the Mail Stop PCT, Commissioner for Patents, Office of PCT Legal Administration, P.O. Box 1450, Alexandria, Virginia 22313-1450, with the contents of the letter marked to the attention of the Office of PCT Legal Administration.



Cynthia M. Kratz
Attorney Advisor
PCT Legal Office
Office of PCT Legal Administration

Telephone: (571) 272-3286
Facsimile (571) 273-0459

APPENDIX A

Schlumberger

Geco-Prakla

PATENT AND CONFIDENTIAL INFORMATION AGREEMENT

THIS AGREEMENT is entered into by and between the company of Geco-Prakla management group of companies that is the legal Employer of Employee, acting on behalf of itself and its Affiliates (hereinafter collectively referred to as "Company"), and Emmanuel Keskes (herein referred to as "Employee"), and shall become effective as of the date Employee is employed by Company.

In consideration of the employment or continued employment of Employee by Company and payment of a salary, wage or other remuneration, the parties agree as follows:

1. Employee will not remove from Company's facilities, except as required to perform work for Company, any materials that contain trade secrets or confidential information belonging to Company, including but not limited to invention records, computer software, formulas, processes, programs, methods of operations, customer information, logs, data, equipment, drawings, notes, manuals, or other materials. Employee agrees to return all such materials to Company immediately upon request and in any event upon termination of employment.
2. Employee will not publish or disclose to anyone not employed by Company, nor use in any business other than Company's, any trade secrets or other confidential information or material of Company either during or after his or her employment, save for information which are or should come in the public domain through no fault of Employee or by breach of this agreement on the part of the Employee
3. To protect Company against disclosure of such trade secrets and confidential information, and to shield Employee from pressure to use or disclose such secrets and information, Employee agrees that for a period of one year following time of actual resignation of his or her employment with Company, he or she will not become an employee, officer, director, or consultant to, nor serve in any other capacity, nor receive any compensation from, nor have any ownership interest in (all either directly or indirectly) any business, company, or other entity (including affiliates thereof) that is or is planning or preparing to be in the business of conducting seismic research or engineering, seismic data acquisition operations, seismic data processing or interpretation, or seismic equipment manufacturing, in any of the geographic areas where Company provides services or has a physical location.
In the event that any restriction contained herein shall be found voidable by a court such restriction shall be modified to reduce the restrictions as to time and/or area so as to make said modified restrictions enforceable.,
4. Company has attempted to place no more than reasonable limitations on Employee's subsequent employment opportunities, consistent with Company's critical need to protect its legitimate business interests. However, Employee may subsequently find that such limitations have become a serious handicap in securing further employment. If such case arises, Employee agrees to make a written request to Company for a waiver of designated limitations before accepting employment in conflict with Paragraph 3 above, such request to include the name and address of the proposed employer and the location, position and duties of the proposed employment. A waiver may be granted by Company and will not be unreasonably withheld. In the event Company declines to grant such a waiver, Company undertakes to continue to pay Employee his existing base salary, for the one year period

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APPENDIX A

referred to in Paragraph 3 above. During such period, at Company's option, Employee may or may not be required to report to work.

5. Employee will promptly furnish to Company a complete record of any and all ideas, discoveries, inventions, writings, and improvements that he or she solely or jointly conceives or makes during the course of his or her employment with Company and that relate in any way to Company's business or field of activities.
6. Employee agrees to grant and hereby does grant and assign to Company or its nominee his or her entire right, title, and interest in and to all ideas, discoveries, inventions, writings and improvements coming within the scope of Paragraph 5 above, together with any and all world-wide patent rights and copyrights in such ideas, discoveries, inventions, writings, and improvements. At Company's request (and without further compensation beyond Employee's normal salary or wage), Employee agrees to (a) assist Company in preparing and prosecuting all applications for such patents and copyrights; (b) execute any and all instruments necessary to make, file and prosecute such applications; and (c) execute any and all instruments necessary to transfer title in any such applications to Company or its nominee.

Within limitations established by applicable law from time to time the Employee shall grant all rights and render all services described herein without further compensation apart from the agreed salary.

7. Employee will not disclose to Company, nor use in his or her work for Company, any confidential information of a third party that Employee is obligated to keep confidential.
8. This Agreement shall inure to the benefit of the successors and assigns of Company and be binding upon them and upon the heirs and legal representatives of Employee. Company's rights under this Agreement shall be fully assignable by Company to an Affiliate.
9. This Agreement shall supersede the terms of any prior agreement between Employee and Company and may be modified or amended only in writing, signed by an authorised representative of Company and by Employee.

"Affiliate" as used herein, means any corporation, now or in the future, directly or indirectly controlling, controlled, or under common control with Company, where "control" in relating to any corporation means the ownership, direct or indirect, of 50% or more of voting rights or securities.

COMPANY:

BY: 
Oluf Simonsen
Personnel Manager

EMPLOYEE:

BY: 
Emmanuel Keskes

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Assignment

WHEREAS, the undersigned inventors hereinafter referred to as the "Inventors" each said Inventor's address being listed below

RUNE TOENNESSEN, citizen of NORWAY, residing at TUENGEN ALLE 19 B, 0374 OSLO, NORWAY

EMMANUEL KESKES, citizen of FRANCE, residing at 20 RUE PREFET BONNEFOY, F-44000 NANTES, FRANCE

ESKILD STORTEIG, citizen of NORWAY, residing at ROEYKSOPPSTIEN 28, 1476 RASTA, NORWAY

PER HELGERUD, citizen of NORWAY, residing at HAUGERUDVEIEN 29, N-3300 HOKKSUND, NORWAY

VAHID MOOSAVI, citizen of NORWAY, residing at RINGSVEIEN 13 B, 1368 STABEKK, NORWAY

PHILIPPE SAINT-PERE, citizen of FRANCE, residing at 1, LIEU DIT CABLANC, 33480 CASTELNAU DE MEDOC, FRANCE

Has/have invented certain new and useful improvements in

SYSTEM FOR DEPTH CONTROL OF A MARINE DEFLECTOR

as described and set forth in an application for Letters Patent of the United States of America, filed with the United States Patent and Trademark Office on October 1, 2006, Serial No. 10/135,000 (Docket No. 14.0234-PCT-US).

WHEREAS each of the undersigned persons warrants that no person other than these undersigned persons are inventors of the above-described invention;

AND WHEREAS, the "COMPANIES", listed in Schedule A, are desirous of acquiring or confirming their acquisition of the entire right, title and interest in and to said invention, inventions or improvements, and in and to said application, and in and to any and all patents, both of the United States and of all foreign countries, that may be obtained therefore as outlined in Schedule A;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that the undersigned Inventors, for good and valuable considerations, the receipt and sufficiency of which hereby acknowledge, have sold, assigned, transferred and conveyed, and by this assignment do sell, assign, transfer and convey, unto said COMPANIES, their successors and assigns, the entire right, title and interest throughout the world, in and to the above-described invention, inventions or improvements described or set forth in said application, in any form or

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embodiment thereof, and in and to said application, and in and to any applications filed in any foreign country based thereon, including the right to file foreign applications under the provisions of any convention or treaty; and in and to any confirmation, divisional, continuation, continuation-in-part, or substitute application which may be filed on said invention, inventions or improvements in the United States or in any foreign country; and in and to any and all patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted in the United States or in any foreign country upon said invention, inventions or improvements,

TO HAVE AND TO HOLD the same to the full end of the term or terms for which any and all such United States and foreign patents and grants may be issued on said invention, inventions or improvements.

AND said Inventors do hereby authorize and request the issuing authority to issue any and all of said United States and foreign patents on said application or applications to said COMPANIES, their successors and assigns, as the assignee of the entire right, title and interest in and to the same, for the sole use and benefit of said COMPANIES, their successors and assigns.

AND said Inventors do hereby covenant and warrant that said Inventors have full right to convey the entire right, title and interest herein assigned free and clear of all licenses, encumbrances and liens whatsoever, and that no said Inventors has executed and will execute any instruments in conflict herewith.

AND said Inventors, for the conditions aforesaid, do hereby covenant and agree to and with the said COMPANIES, their successors and assigns, that each Inventor, his or her executors, administrators, or other personal representatives, shall and will do all lawful acts and things, make all rightful oaths, and make, execute and deliver any and all other instruments in writing, and any and all further applications, papers, powers, affidavits, assignments, disclaimers and other documents, which in the opinion of counsel for said COMPANIES, their successors and assigns, may be required or necessary in this or in any foreign country more effectually to secure to and vest in said COMPANIES, their successors and assigns, the entire right, title and interest in and to said invention, inventions or improvements, application or applications, patents, rights, titles, benefits, privileges, and advantages hereby sold, assigned, confirmed, transferred and conveyed.

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WITNESSED:

IN WITNESS WHEREOF I, RUNE TOENNESSEN, have hereunto set my hand and seal this
29 day of September, 2005.

Rune Toennesen
(signature of Inventor)

BE IT KNOWN that RUNE TOENNESSEN is to me known to be the individual described in the foregoing assignment, that on this 29 day of SEPTEMBER, 2005, I was personally present and did see him sign and execute the foregoing assignment; and, that he did acknowledge to me that he executed the same as his free act and deed for the uses and purposes therein set forth.

Andrew Holo
Witness

ELLEFARET 25
1362 HOSLE
NORWAY

Post Office Address

Sven In Fik
Witness

EKRAVN 42
0736 OSLO
NORWAY

Post Office Address

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Page 4 of 9

WITNESSED:

IN WITNESS WHEREOF I, EMMANUEL KESKES, have hereunto set my hand and seal this
____ day of _____, _____._____
(signature of Inventor)

BE IT KNOWN that EMMANUEL KESKES is to me known to be the individual described in the foregoing assignment, that on this _____ day of _____, _____, I was personally present and did see him sign and execute the foregoing assignment; and, that he did acknowledge to me that he executed the same as his free act and deed for the uses and purposes therein set forth.

Witness_____
Witness_____
Post Office Address_____
Post Office Address

Sep-01-2005 03:23pm From-WesternGeco Legal
09/01/2005 12:08 WESTERNGECO AS → 00017136890777

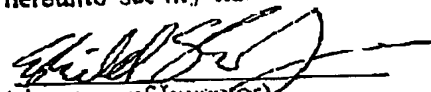
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Page 5 of 9

WITNESSED:

IN WITNESS WHEREOF, ESKILD STORTEIG, have hereunto set my hand and seal this
1. day of September, 2005.


(signature of inventor)

BE IT KNOWN that ESKILD STORTEIG is to me known to be the individual described in the foregoing assignment, that on this 1. day of September, 2005, I was personally present and did see him sign and execute the foregoing assignment; and, that he did acknowledge to me that he executed the same as his free act and deed for the uses and purposes therein set forth.

ANDREAS HOLO (Arach Jolo)
Witness

ELSPARST 25
1362 HOGVE
NORWAY

Post Office Address

Klaus Wieburch (Wubrich)
Witness

Askeladdveien 29
7384 Bø-jø
Norway

Post Office Address

Received Sep-01-2005 06:52am

From: 47 66788505

To: WesternGeco Legal

Page 001

Sep-01-2005 03:24pm From-WesternG Legal

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Page 6 of 9

WITNESSED:

IN WITNESS WHEREOF I, PER HELGERUD, have hereunto set my hand and seal this
1 day of September, 2005.

Per Helgerud
(signature of Inventor)

BE IT KNOWN that PER HELGERUD is to me known to be the individual described in the foregoing assignment, that on this 1 day of September, 05, I was personally present and did see him sign and execute the foregoing assignment, and, that he did acknowledge to me that he executed the same as his free act and deed for the uses and purposes therein set forth.

Dag Frydenlund
Witness

DAG FRYDENLUND
GAMLEBRENDÅSV 28
3610 KONGSBERG
NORGE
Post Office Address

Jonny Anderson
Witness

JONNY ANDERSSON
STEINSVINGEN 2A
3645 KONGSBERG
NORWAY
Post Office Address

Received Sep-01-2005 08:44am

From: 47 32288840

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Page 001

Sep-07-2005 08:05am From-WesternGeo Legal

713 689 5777

T-410 P.002/003 F-252

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Page 7 of 9

WITNESSED:

IN WITNESS WHEREOF I, VAHID MOOSAVI, have hereunto set my hand and seal this
6 day of Sept, 2005
(Signature of Inventor)

BE IT KNOWN that VAHID MOOSAVI is to me known to be the individual described in the foregoing assignment, that on this 6 day of Sept, 2005, I was personally present and did see him sign and execute the foregoing assignment, and that he did acknowledge to me that he executed the same as his free act and deed for the uses and purposes therein set forth.


WitnessSWAYNE GEORGE HAZARD FORDResidence 250753 Oak, Albany

Post Office Address

Witness

Post Office Address

Received Sep-07-2005 03:42am

From-47 22854502

To-WesternGeo Legal

Page 002

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Page 8 of 9

WITNESSED:

IN WITNESS WHEREOF I, PHILIPPE SAINT-PERE, have hereunto set my hand and seal this
_____ day of _____, _____.

(signature of Inventor)

BE IT KNOWN that PHILIPPE SAINT-PERE is to me known to be the individual described in the foregoing assignment, that on this _____ day of _____, _____, I was personally present and did see him sign and execute the foregoing assignment; and, that he did acknowledge to me that he executed the same as his free act and deed for the uses and purposes therein set forth.

Witness_____

Post Office Address_____
Witness_____

Post Office Address

14.0234-PCT-US
Page 9 of 9**Schedule A**
"COMPANIES"**WESTERNGECO, L.L.C.**Corporation of: Delaware, USALocated at: 10001 Richmond Avenue, Houston, Texas USAAssignee for applications in: The United States of America**WESTERNGECO CANADA LIMITED**Corporation of: Alberta, CanadaLocated at: 237 – 4th Avenue Place, Calgary, Alberta, T2P 4X7 CanadaAssignee for applications in: Canada**SERVICES PETROLIERS SCHLUMBERGER**Corporation of: FranceLocated at: 42, rue Saint Dominique, F-75007 Paris, FranceAssignee for applications in: France**WESTERNGECO SEISMIC HOLDINGS, LTD.**Corporation of: the British Virgin IslandsLocated at: Citco Building, P.O. Box 662, Road Town, Tortola, British Virgin IslandsAssignee for applications in: All remaining states

APPENDIX A

Schlumberger

Geco-Prakla

PATENT AND CONFIDENTIAL INFORMATION AGREEMENT

THIS AGREEMENT is entered into by and between the company of Geco-Prakla management group of companies that is the legal Employer of Employee, acting on behalf of itself and its Affiliates (hereinafter collectively referred to as "Company"), and Philippe Saint-Pere (herein referred to as "Employee"), and shall become effective as of the date Employee is employed by Company.

In consideration of the employment or continued employment of Employee by Company and payment of a salary, wage or other remuneration, the parties agree as follows:

1. Employee will not remove from Company's facilities, except as required to perform work for Company, any materials that contain trade secrets or confidential information belonging to Company, including but not limited to invention records, computer software, formulas, processes, programs, methods of operations, customer information, logs, data, equipment, drawings, notes, manuals, or other materials. Employee agrees to return all such materials to Company immediately upon request and in any event upon termination of employment.
2. Employee will not publish or disclose to anyone not employed by Company, nor use in any business other than Company's, any trade secrets or other confidential information or material of Company either during or after his or her employment, save for information which are or should come in the public domain through no fault of Employee or by breach of this agreement on the part of the Employee
3. To protect Company against disclosure of such trade secrets and confidential information, and to shield Employee from pressure to use or disclose such secrets and information, Employee agrees that for a period of one year following time of actual resignation of his or her employment with Company, he or she will not become an employee, officer, director, or consultant to, nor serve in any other capacity, nor receive any compensation from, nor have any ownership interest in (all either directly or indirectly) any business, company, or other entity (including affiliates thereof) that is or is planning or preparing to be in the business of conducting seismic research or engineering, seismic data acquisition operations, seismic data processing or interpretation, or seismic equipment manufacturing, in any of the geographic areas where Company provides services or has a physical location.
In the event that any restriction contained herein shall be found voidable by a court such restriction shall be modified to reduce the restrictions as to time and/or area so as to make said modified restrictions enforceable.,
4. Company has attempted to place no more than reasonable limitations on Employee's subsequent employment opportunities, consistent with Company's critical need to protect its legitimate business interests. However, Employee may subsequently find that such limitations have become a serious handicap in securing further employment. If such case arises, Employee agrees to make a written request to Company for a waiver of designated limitations before accepting employment in conflict with Paragraph 3 above, such request to include the name and address of the proposed employer and the location, position and duties of the proposed employment. A waiver may be granted by

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APPENDIX A

Company and will not be unreasonably withheld. In the event Company declines to grant such a waiver, Company undertakes to continue to pay Employee his existing base salary, for the one year period referred to in Paragraph 3 above. During such period, at Company's option, Employee may or may not be required to report to work.

5. Employee will promptly furnish to Company a complete record of any and all ideas, discoveries, inventions, writings, and improvements that he or she solely or jointly conceives or makes during the course of his or her employment with Company and that relate in any way to Company's business or field of activities.
6. Employee agrees to grant and hereby does grant and assign to Company or its nominee his or her entire right, title, and interest in and to all ideas, discoveries, inventions, writings and improvements coming within the scope of Paragraph 5 above, together with any and all world-wide patent rights and copyrights in such ideas, discoveries, inventions, writings, and improvements. At Company's request (and without further compensation beyond Employee's normal salary or wage), Employee agrees to (a) assist Company in preparing and prosecuting all applications for such patents and copyrights; (b) execute any and all instruments necessary to make, file and prosecute such applications; and (c) execute any and all instruments necessary to transfer title in any such applications to Company or its nominee.
Within limitations established by applicable law from time to time the Employee shall grant all rights and render all services described herein without further compensation apart from the agreed salary.
7. Employee will not disclose to Company, nor use in his or her work for Company, any confidential information of a third party that Employee is obligated to keep confidential.
8. This Agreement shall inure to the benefit of the successors and assigns of Company and be binding upon them and upon the heirs and legal representatives of Employee. Company's rights under this Agreement shall be fully assignable by Company to an Affiliate.
9. This Agreement shall supersede the terms of any prior agreement between Employee and Company and may be modified or amended only in writing, signed by an authorized representative of Company and by Employee.

"Affiliate" as used herein, means any corporation, now or in the future, directly or indirectly controlling, controlled, or under common control with Company, where "control" in relating to any corporation means the ownership, direct or indirect, of 50% or more of voting rights or securities.

COMPANY:

BY:

I. dedange
for Personnel Manager

EMPLOYEE:

BY:

Pat. S. Smith
First name, Last name

Pat. & Conf. Norwegian version 18APR97

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